

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

T00-0096

STIPULATED AGREEMENT

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission hereinafter referred to as the "Commission", the Illinois Central Railroad Company hereinafter referred to as the "Company", the Village of Bourbonnais hereinafter referred to as the "Village", the Township of Bourbonnais hereinafter referred to as the "Township" and the State of Illinois, Department of Transportation hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission that inquiry should be made into the matter of improving public safety at the grade crossing of the Company's tracks with McKnight Road (DOT 288 933B) in Bourbonnais, Kankakee County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid rail-highway grade crossing by the Commission's Railroad Section Staff; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement upon a determination of the Commission by Order.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that, in the interest of the statewide traveling public, the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1: All improvements encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2: The parties are of the opinion that in the interest of public safety the following improvement should be made:

- a. the Village should install raised medians and perform associated roadway work on McKnight Road near the Company's tracks substantially as set forth in Exhibit D attached hereto;
- b. the Company should extend the crossing surfaces 4 feet on each end to accommodate the roadway widening provided herein;

Section 3: The Village has prepared an estimate of cost to accomplish the proposed roadway work which it may be required to perform; said estimate is attached as Exhibit B, and shall upon Order, according to the requirements contained therein, prepare detailed plans and

DOCKETED

specifications for the proposed improvement for the approval of the Commission and the Department.

Section 4: The Company has prepared an estimate of cost to accomplish the proposed crossing surface widening which it may be required to perform; said estimate is attached as Exhibit C.

Section 5: The Company and Village shall upon the Commission's Order, according to the requirements contained therein, proceed toward the completion of the work proposed herein accomplishing the improvements with their own forces or appropriate contracted services and agree that an appropriate time for the submission of any plans should be two (2) months from the date of the Commission Order, the submission of progress reports should be three (3) months from the date of the Commission Order and for completion of the work should be six (6) months from the date of the Commission Order subsequent to this Agreement. Said progress reports shall include the name, title, mailing address, phone number and facsimile number of the Company and Village employee responsible for management of the project.

Section 6: The parties hereto agree that an equitable division of cost to perform the proposed improvement should be:

- a. the cost for the Company to perform the crossing surface extensions as set forth in attached Exhibit C, estimated to be \$7,435, should be allocated 100% of the actual cost, not to exceed \$7,435, to the Grade Crossing Protection Fund of the Motor Fuel Tax Law (GCPF), and any remaining cost, and all future cost of maintenance, to the Company;
- b. the cost for the Village to perform the roadway work as set forth in attached Exhibit B, estimated to be \$36,947, should be allocated 100% of the actual cost, not to exceed \$36,947, to the GCPF, and any remaining cost, and all future maintenance cost to the Village (or per any agreement it may have with the Township);

Section 7: This agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this agreement by all parties, the Commission shall within 60 days enter an appropriate order accepting or rejecting such stipulation according to the provisions contained herein.

Section 8: All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund for the crossing surface work shall be submitted to Department personnel as follows: Mr. Darrell McMurray, Bureau Chief, Engineer of Local Roads and Streets, Room 205, 2300 S. Dirksen Parkway, Springfield, Illinois 62764, Attention: Hank Chronister, Sr.; all bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund for the roadway work shall be submitted to the District office of the Department; the final bill for expenditures from each party shall be clearly marked "Final Bill", and authorization for reimbursement from the Grade Crossing Protection Fund shall expire and the Department shall de-obligate all residual Grade Crossing Protection Fund money twelve (12) months after the completion date specified in the Order.

Section 9: The Company and the Village shall file a written report with the Director of Processing and Information of the Commission within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of their respective portion of the total project and percentage of completion of their respective portion of the project; if the project is behind schedule the report (s) must include a brief explanation of the reason (s) for the delay.

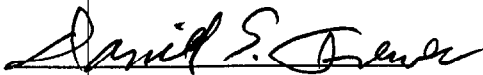
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 18th day of July, 2000.



Michael E. Stead
Rail Safety
Program Administrator

Attest:



Daniel S. Drewes
Rail Safety Section

Illinois Commerce Commission Stipulated Agreement No. 924 concerning the installation of medians and associated work at the McKnight Road grade crossing of the Illinois Central Railroad Company tracks in the Village of Bourbonnais, Illinois, designated as crossing DOT 288 933B (milepost 51.35-M).

Executed by the Township of Bourbonnais this 25th day of July, 2000.

TOWNSHIP OF BOURBONNAIS

By Road Commissioner
(Title)

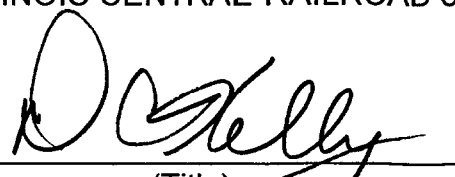
Attest:

William A. DeBart

Illinois Commerce Commission Stipulated Agreement No. 924 concerning the installation of medians and associated work at the Illinois Central / McKnight Road grade crossing (DOT 288 933B) located in Bourbonnais, Illinois.

Executed by the Illinois Central Railroad Company this 24th day of July, 2000.

ILLINOIS CENTRAL RAILROAD COMPANY

By 
(Title)
CHIEF ENGINEER

Attest:


Assistant Corporate Secretary

Illinois Commerce Commission Stipulated Agreement No. 924 concerning the installation of medians and associated work at the Illinois Central / McKnight Road grade crossing (DOT 288 933B) located in Bourbonnais, Illinois.

Executed by the Department this 31st day of August, 2000.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By James C. Shifer
Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 924 concerning the installation of medians and associated work at the McKnight Road grade crossing of the Illinois Central Railroad Company tracks in the Village of Bourbonnais, Illinois, designated as crossing DOT 288 933B (milepost 51.35-M).

Executed by the Village of Bourbonnais this 16th day of October, 2000.

VILLAGE OF BOURBONNAIS

By Shover Brooks
(Title) VILLAGE PRESIDENT

Attest:

[Signature]

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line Illinois Central Railroad Co. Milepost 51.35 -M Inventory # 288 933B

City Bourbonnais Street McKnight Road County Kankakee

Jurisdiction Bourbonnais Urban Rural X Commercial X Residential

Street Surface Bituminous Width 22' Condition Good

Angle 82 degrees Tracks Tangent X Degree of Curve --- Superelevation ---

Depth of Cut ---- Height of Fill 2'-3'

Crossing Surface					
Track Centers	Elevation	Track	Type	Width	Condition
		Siding	FDT	32'	Good
<u>14'</u>	<u>level</u>				
		Main	FDT	32'	Good

Intersecting Roads 100' Yes --- west 200' ---

Traffic Control Devices Present ---

ADT 1,300 Speed 25 mph Statewide Yes

School buses No Hazardous Materials Possible Other ---

Rail Traffic: Ft. 22 @ 60-70 mph Pass. 4 @ 79 mph Switch X

Simultaneous Movements Yes Daylight and Dark Yes

Present Protection AFLS & Gates

Advance Warning Signs Yes Pavement Marking Yes

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A		N/A	
NW	N/A		N/A	
SE	N/A		N/A	
SW	N/A		N/A	

Approach Grades

East	Approx	'	level	%		'		%		'		%
West	Approx	'	level	%		'		%		'		%

Comments: Bourbonnais Township has jurisdiction over McKnight Road east of the railroad's east right of way line. Since this area is included in the subject improvement, the township is a party to this Stipulated Agreement.

Preliminary Estimate of Quantities / Cost for
Village of Bourbonnais, Illinois
McKnight Road Grade Crossing Improvements

date: 6/23/00
page 1 of 1

NO. ITEM	UNIT	QUANTITY	UNIT COST	COST
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1	Earth Excavation	cu.yd.	190	\$ 8.50	\$ 1,615.00
2	Combination Concrete Curb & Gutter, Ty. B6.12	ln.ft.	561	\$ 16.00	\$ 8,976.00
3	Raised Curbed Median-Concrete	ln.ft.	180	\$ 45.00	\$ 8,100.00
4	Pavement Widening & Restoration	sq.yd.	215	\$ 31.00	\$ 6,665.00
5	Paint Pavement Markings & Signage	l.sum	1	\$ 900.00	\$ 900.00
6	Aggregate Shoulders, Ty. "B"	ton	30	\$ 20.00	\$ 600.00
7	Turf Restoration	sq.yd.	100	\$ 8.00	\$ 800.00
8	Storm Sewer - 12" R.C.P. (includes inlets)	ln.ft.	35	\$ 50.00	\$ 1,750.00

ESTIMATED TOTAL CONSTRUCTION COST = \$ 29,406.00

PLUS 10% CONTINGENCIES / UNFORSEEN = \$ 2,940.60

PLUS DESIGN AND CONSTRUCTION OBSERVATION ENGINEERING = \$ 4,600.00

TOTAL ESTIMATED PROJECT COST = \$ 36,946.60

Note:
Recommend Allocating \$38,000.00 for Project.

2-MAY-2000

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Exhibit C

ILLINOIS CENTRAL RAILROAD
OFFICE OF ENGINEER-TRACK

INDIAN OAKS, IL.
V.S. IL-1

CHICAGO DISTRICT
M.P. 52

MIDWEST DIVISION
FILE 52/3

EXTEND 2-EA EXISTING KOPPERS CROSSINGS WITH ONE 8 FT KOPPERS EXTENSION
AT EACH CROSSING AT MCKNIGHT ROAD (DOT# 288 933 B) WITH ROADWAY CLOSED
TO VEHICULAR TRAFFIC.

2000 PRICES

ESTIMATED QUANTITIES NOT TO BE USED TO REQUISITION MATERIAL

COST CODE	DESCRIPTION	UNIT COST	QUANTITY UNIT	TOTAL COST
FHPM	-----			
	ADDITIONS AND BETTERMENTS			

	XING MATL - SOLID TIMBER	66.63	16.00 T.F.	1066.08
	SHIFT/INSTALL CROSSING	17.73	120.00 M.H.	2127.60
	LAG SCREWS 3/4"X12"	1.10	56.00 EACH	61.60
	CONTRACT APPROACH WORK	500.00	1.00 L.S.	500.00
	TRAFFIC CONTROL	500.00	1.00 L.S.	500.00
	FRT, CO MATL	0.03	865.48 TNMI	25.96
	PER DIEM	52.00	15.00 M.D.	780.00
	MATERIAL		1127.68	
	SALES TAX 0.05		56.38	
	HANDLING 0.0610		72.23	
	LABOR		2127.60	
	ENGINEERING		0.00	
	ACCOUNTING		26.60	
	OTHER		1025.96	
	COMPOSITE ADD. - DIRECT LABOR		1877.03	
	COMPOSITE ADD. - ENGIN + ACCT LABOR		22.16	
	SUBSISTENCE		780.00	
	RENTAL OF EQUIPMENT		319.14	
	CONTINGENCIES		0.00	
	SUB-TOTAL A&B			7434.78

